

These Terms and Conditions of Purchase (these “Terms and Conditions”) apply to the sale of products to and the performance of related services for International Chemstar, Incorporated, a Maryland corporation, d/b/a CHEMSTAR Water (“Buyer” or “CHEMSTAR”), by the supplier selling products to or performing services for CHEMSTAR, pursuant to any purchase agreement, supply agreement, purchase order, service order or like instrument between or binding upon CHEMSTAR and Seller (the “Purchase Agreement”). References hereunder to “products” and “services” includes items specifically provided for in the Purchase Agreement. These Terms and Conditions are deemed incorporated into the Purchase Agreement.

1. TERMS AND CONDITIONS OF PURCHASE. By selling products to or performing services for Buyer or accepting Buyer’s orders for products or services, Seller confirms that these Terms and Conditions apply to Buyer’s purchases. In the event of a conflict between these Terms and Conditions and the terms of the Purchase Agreement or Seller’s general terms and conditions, these Terms and Conditions shall prevail to the extent of such conflict.

2. PRICING; PAYMENT.

- (a) Unless otherwise provided elsewhere in the Purchase Agreement, prices are: (i) stated in U.S. dollars; (ii) not subject to increase for the duration of the Purchase Agreement; and (iii) DDP (INCOTERMS 2022) at a facility specified by Buyer. No extra charges of any kind will be allowed unless specifically agreed to by Buyer in writing.
- (b) Unless otherwise provided elsewhere in the Purchase Agreement, payment will be due, net 45 days from date of Buyer’s receipt and acceptance of an invoice and acceptable product or services, as applicable.
- (c) Seller’s price includes all sovereign, state and local sales, use, excise, value added, privilege, payroll, occupational and any other taxes, fees, or duties applicable to the products or services. Unless prohibited by law, Seller will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services. Seller shall remit all taxes paid by Buyer to the appropriate taxing authority. Upon Buyer’s request, Seller will provide written evidence that Seller is properly licensed to collect the taxes paid by Buyer. Seller shall ensure that if any value-added or similar tax is applicable, that it is invoiced in accordance with the applicable rules so as to allow the Buyer to reclaim that value-added or similar tax from the appropriate government authority. Neither party is responsible for taxes on the other party’s income or the income of the other party’s personnel or subcontractors. If Buyer is required by government regulation to withhold taxes for which the Seller is responsible, Buyer will deduct such withholding tax from payment to Seller and provide to Seller a valid tax receipt in Seller’s name. If Seller is exempt from such withholding taxes as a result of a tax treaty or other regime, Seller shall provide to Buyer a valid tax treaty residency certificate or other tax exemption certificate at a minimum of 30 days prior to payment being due.
- (d) Notwithstanding Section 2(b) and Section(c) above, if Buyer notifies Seller, or the Purchase Agreement provides, that purchases of products are to be processed through Buyer’s evaluated receipt settlement program or another similar program, the following provisions will apply:
 - i. unless otherwise provided elsewhere in the Purchase Agreement or specifically requested by Buyer, Seller shall always send an invoice to Buyer with respect to products or services delivered to Buyer and payment will be due, net 45 days from the date of Buyer’s receipt of acceptable product or services, as applicable; and
 - ii. if not a direct payment transaction, Buyer shall calculate and pay to Seller all applicable taxes attributable to any taxable products or services.
- (e) Buyer may set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer under the Purchase Agreement.
- (f) If Buyer is obligated under the Purchase Agreement to buy certain quantities of products or services from Seller and Seller does not meet the Favorable Terms as provided in Section 2(g)(1) or Section 2(g)(2) below, Buyer will be released from its obligations with respect to any quantities of products or services available from the third party on such Favorable Terms. If at any time during the term of the Purchase Agreement: (1) a third party makes a competitive offer to sell products or services pursuant to terms (including price, volume, quality and/or payment terms) that are more favorable to Buyer than the terms then in effect under the Purchase Agreement (the “Favorable Terms”), then Seller will meet, or notify Buyer that it will not meet, such Favorable Terms within five (5) days of receipt of Buyer’s notice thereof. Seller’s failure to meet such Favorable Terms within such 5-day period shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof; or (2) Buyer anticipates that it may receive a competitive offer from a third party to sell products or services on Favorable Terms through an Internet web-based trading platform (an “On-Line Offer”), and Seller is provided with a written invitation to participate in the applicable on-line event that may result in an On-Line Offer at least five (5) days prior thereto, then Seller will meet, or not meet, the Favorable Terms of the On-Line Offer during the on-line event. Seller’s failure to meet such Favorable Terms during the on-line event shall be deemed a decision not to meet such Favorable Terms regardless of whether Seller specifically notifies Buyer thereof.
- (g) There is no limit to the number of times Buyer may exercise the rights under Section 2(f) and Section 2(g) above during the term of this Purchase Agreement.
- (h) If the Purchase Agreement obligates Buyer to buy a percentage of its product requirements from Seller, reasonable amounts of product purchased from a third party supplier for purposes of qualifying such products shall be deemed excluded from Buyer’s requirements and can be used by Buyer for commercial production and sale.
- (i) Seller shall promptly notify Buyer of, and coordinate with Buyer the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which Buyer is alleged to be financially responsible hereunder. Notwithstanding the above, Buyer’s liability for such taxes is conditioned upon Seller providing Buyer notification within five (5) business days of receiving any proposed assessment of any additional Taxes, interest or penalty due by Seller. The parties agree to work together, and the Seller agrees to accommodate reasonable requests from Buyer to minimize any taxes that are the responsibility of Buyer under this Purchase Agreement. As used in this Agreement, “business days” means a weekday other than a U.S. federal holiday or day when banks in the State of Maryland are closed.

3. TRANSPORTATION; DELIVERY.

- (a) Seller shall deliver the goods to Buyer’s designated location in the quantities and on the dates specified by Buyer in its purchase orders furnished to Seller under the Purchase Agreement.
- (b) Delivery dates are firm and TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will promptly notify Buyer in writing if Seller anticipates difficulty in complying with a required delivery date and will use all commercially reasonable efforts to meet the required delivery date. Buyer has no obligation to accept deliveries that are not made on the required delivery date. If Buyer agrees to accept deliveries after the delivery date has passed, Buyer shall have the right to direct Seller to make shipment to the delivery point set forth in the purchase order by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by Seller. Acceptance of late deliveries shall not be deemed a waiver of Buyer’s right to hold Seller liable for any loss or damage resulting there from, nor shall it act as a modification of Seller’s obligation to make future deliveries in accordance with the delivery schedule. If Seller fails to meet a required delivery

date, Buyer may procure replacement products or services. Seller will be responsible for all costs incurred by Buyer as a result of early or late deliveries.

- (c) Unless otherwise provided elsewhere in the Purchase Agreement, delivery will occur, and title and risk of loss will transfer, when: with respect to product not incorporated into services, product passes into Buyer's designated facility or location; or, with respect to product incorporated into services, the completed services have been accepted by Buyer.
- (d) Packing, preservation and marking will be in accordance with the specification drawing or as specified in this Purchase Agreement, or if not specified, the best commercially accepted practice will be used, consistent with applicable law. The gross and net weight, shipping address, mode of packing, and in case of over-dimensional shipment the hook-points and stacking ability shall be marked on the packing.
- (e) No charges for unauthorized transportation shall be allowed.
- (f) Seller shall only declare value for customs purposes on material shipped via courier, such as United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post.
- (g) Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification.
- (h) If Seller's failure to deliver continues for more than seven (7) consecutive days beyond the delivery date or more than two (2) incidents per quarter, Buyer shall also have the right to terminate the Purchase Agreement (and/or the subject affected order) without liability or penalty.
- (i) Delivery dates are a defined number of days for Seller's delivery of products from the date the applicable purchase order is issued, unless otherwise mutually agreed to and acknowledged in writing by both parties. If the subject products will not be delivered by the date specified in the applicable purchase order by utilizing the shipping method set forth therein, then Seller shall expedite airfreight, or ship premium freight, the subject products at Seller's sole expense. If the delivery of the complete material and requested documentation is delayed beyond the agreed date stipulated on the order, Seller agrees to pay to Buyer liquidated damages in the amount of two (2) percent (2%) of the order value per stated week of delay. Liquidated damages for failure to perform delivery are limited to ten (10) percent (10%) of the order value.

4. INSPECTION; REJECTION.

- (a) Buyer or its representatives shall have the right to inspect and test all products and services and all materials, equipment and facilities utilized by Seller in producing products or providing services for Buyer, including without limitation reasonable access during normal working hours of Seller to the sites where work under this Purchase Agreement is performed, in order to assess work quality, conformance with Buyer's specifications, and conformance with Seller's representations, warranties, certifications and covenants under the Purchase Agreement. Seller will maintain an inspection and testing system for the same that is acceptable to Buyer and will keep records of all inspection and testing data and, with respect to products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Buyer in writing, Seller will deliver to Buyer a certificate of analysis as to specifications approved by Buyer with respect to each product lot shipped.
- (b) If any of the products or services ordered are found at any time to be defective, or otherwise not in conformity with the requirements of the Purchase Agreement, including any applicable drawings and specifications, Buyer may, at its option and sole discretion, and in addition to any other rights and remedies it may have: (i) reject and return such products at Seller's expense; (ii) require Seller to inspect the products and remove and replace non-conforming products with products that conform to the Purchase Agreement; (iii) upon notice to Seller, take such actions as may be required to cure all defects and/or bring the products or services into conformity with all the requirements of the Purchase Agreement; and/or (iv) reject the services and require Seller to re-perform, at its own expense, any defective portion of the services performed. If Buyer elects option (ii) above and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option inspect and sort the products, and Seller shall pay the cost thereof.
- (c) Whether or not Buyer inspects or tests the products, Seller shall not be relieved from any responsibility regarding defects or other failures to meet order requirements which may be subsequently discovered, including latent defects.

5. WARRANTIES.

- (a) Seller warrants that all products and services will be: (i) free of any claims by third parties and that Seller will convey clear title thereto to Buyer; (ii) in strict accordance with the specifications, samples, drawings or other descriptions approved by Buyer; (iii) of merchantable quality and free from all defects in design, workmanship and materials; and (iv) to the extent that Buyer relies on Seller to specify the products or services, fit for their intended purpose. Seller further warrants that all software, firmware, or computer or electronic equipment provided hereunder will be: (y) free of computer viruses or code or instructions that may be used to access, modify, delete, damage, or disable any computer, associated equipment, computer programs, data files or other electronically stored information operated or maintained by Buyer; and (z) unaffected in its performance or functionality by date changes. Seller further warrants that all services will be performed in accordance with the highest standards of care and diligence normally practiced by persons performing similar services and in the best workmanlike manner, and by personnel who have the required skill, experience and qualifications to perform the services.
- (b) If any products or services fail to conform to the above warranties, Seller, at Buyer's option, will: (i) with respect to products, replace or repair the nonconforming products; (ii) with respect to services, re-perform all services necessary to correct any such nonconformity; or (iii) refund the purchase price of the nonconforming products or services and any related costs incurred by Buyer. Any replacement products or services also will be subject to the above warranties and warranty period. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. This remedy is in addition to any other right or remedy to which Buyer may be entitled by law or as per the Purchase Agreement. If Seller does not replace, repair or re-perform, as applicable, promptly a reasonable time after notice, Buyer may do so at Seller's expense.
- (c) If during the warranty period provided for herein and/or the corresponding purchase order, as may be applicable, any of the products and/or services are found to be defective or otherwise fail to conform with the warranties herein or therein provided, Seller shall be responsible to Buyer for a processing fee of US\$300, or its equivalent in local currency, for each non conformance event. In addition to any other rights conferred hereunder or otherwise available under applicable law or equity, including the recovery of any and all damages caused, at Buyer's sole discretion, Buyer may: (i) at Seller's expense, require Seller to inspect, remove, reinstall, ship and repair or replace/re-perform nonconforming products and/or services with products and/or services that conform to all requirements of the subject order; (ii) take such actions as may be required to cure all defects and/or bring the products and/or services into conformity with all requirements of the subject order, in which event all related costs and expenses (including, but not limited to, material, labor and handling and any required re-performance of value added machining or other service) and other reasonable charges shall be for Seller's account; and/or (iii) reject and return all or any portion of such products and/or services.

6. CHANGES. Buyer shall have the right at any time to make changes within the general scope of this Purchase Agreement in any one or more of the following: (a) drawings, designs or specifications where the products to be furnished are to be specially manufactured for Buyer; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of services. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under the Purchase Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both, in writing. Any Seller claim for adjustment under this clause will be deemed waived

unless asserted within five (5) days from Seller's receipt of the change or suspension notification, and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

7. COMPLIANCE WITH LAWS. Seller represents, warrants, certifies and covenants to Buyer that:

- (a) Seller will comply with all applicable national, state/provincial and local laws, rules, regulations and orders in performing its obligations under the Purchase Agreement, including without limitation laws and regulations dealing with environmental, health and safety, equal employment opportunity, and privacy of personal data;
- (b) Seller will comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the Purchase Agreement;
- (c) products transferred hereunder may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. Consequently, Seller represents, warrants and certifies and covenants that no products transferred hereunder have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture or in any jurisdiction in which services are provided hereunder, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture or provided services;
- (d) Seller shall comply with all laws, including with out limitation US Foreign Corrupt Practices act and any other laws or regulations regarding improper or illegal payments, gifts or gratuities and will not pay, promise to pay or authorize payment of any money or anything of value to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Purchase Agreement;
- (e) Seller shall not engage in any sharing or exchange of prices, costs or other competitive information or undertake any other collusive conduct with any third party supplier or bidder in connection with the preparation or submission of any bid or proposal to Buyer or the negotiation of any purchase order;
- (f) Seller has established an effective program to ensure that the activities of any suppliers it utilizes to provide any products or services that will be incorporated into products or services supplied hereunder will be in conformance with the requirements of this Section and Section 8 and shall promptly provide material details thereof at Buyer's request; and
- (g) From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to compliance with any applicable legal requirements, including those listed in this Section, or to update the certifications, representations and warranties in this Section, in each case in form and substance satisfactory to Buyer.

8. ENVIRONMENTAL, HEALTH AND SAFETY CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. Seller represents, warrants, certifies and covenants to Buyer that:

- (a) each chemical substance constituting or contained in the products transferred hereunder is either (i) on the list of chemical substances compiled and published by (A) the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.), as amended, if the products transferred hereunder will be or will likely be shipped to or through the United States; or (B) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) if the products transferred hereunder will be or will likely be shipped to or through a county subject to EINECS or ELINCS; or (ii) any equivalent lists in any other jurisdictions to which Buyer informs Seller or Seller knows the products transferred hereunder will likely be shipped to or through; or (ii) exempt or excluded from the list of chemical substances in the jurisdictions to which the products transferred hereunder will be or will likely be shipped to or through;
- (b) no products transferred hereunder shall contain any (i) arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), nonyl phenol, octyl phenol, nonyl phenol ethoxylates, octyl phenol ethoxylates, substances of very high concern (SVHC), or CMR substances, cat 1 or 2; (ii) other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003)(RoHS Directive), as amended; (iii) chemical restricted under the Montreal Protocol on ozone-depleting substances; (iv) any substance listed on the candidate list of REACH legislation (Regulation (EC) No 1907/2006) or restricted under Annex XVII of REACH; or (v) other chemical or hazardous material the use of which is restricted in any other jurisdictions to which Buyer informs Seller or the Seller knows the products transferred hereunder will or will likely to be shipped to or through, unless the Buyer expressly agrees otherwise in writing as an addendum to the Purchase Agreement and Seller identifies an applicable exemption from any relevant legal restriction on the inclusion of such chemicals or hazardous materials in the products transferred hereunder. Upon request from Buyer and subject to reasonable confidentiality provisions which enable Buyer to meet its compliance obligations, Seller will provide Buyer with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under the Purchase Agreement and any other relevant information or data regarding the properties including without limitation test data and hazard information;
- (c) to the extent that any products transferred hereunder contain hazardous materials, Seller will provide all relevant information, including without limitation, safety data sheets in the language and the legally required format of the location to which the products will be shipped and mandated labeling information, required pursuant to applicable requirements, such as: (i) the Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, as amended; or (ii) REACH or EU Directive 67/548/EEC, as amended, if applicable, including a completed Material Safety Data Sheet; (iii) Global Harmonized Systems; and (iv) any other applicable law, rule or similar requirements in any other jurisdictions to which Buyer informs Seller the products are likely to be shipped; and
- (d) except as specifically listed by Seller in an addendum to the Purchase Agreement, none of the products transferred hereunder are "electrical or electronic equipment" under EU Directive 2002/96/EC (27 January 2003) (WEEE Directive), as amended, or Asia Pacific RoHS requirements, and Seller agrees to assume responsibility for: (i) taking back those products so listed in the future upon request of Buyer and treating or otherwise managing them in accordance with the requirements of the WEEE Directive and applicable national implementing legislation; and (ii) taking back, as of the date of the Purchase Agreement, such used products currently owned by Buyer up to the number of new units being purchased by Buyer hereunder or to arrange with a third party to do so in accordance with all applicable requirements, with no additional charge to be sought by Seller and no additional payments to be due from Buyer for Seller's agreement to undertake these responsibilities.

9. CONFIDENTIAL INFORMATION.

- (a) Seller shall keep confidential any technical process, commercial, customer or economic or other information furnished by Buyer, or specifications or other data furnished by Buyer, in connection with a Buyer order and shall not divulge, export, or use, directly or indirectly, such information for the benefit of Seller or any party other than Buyer without obtaining Buyer's prior written consent. Except as required for the efficient performance of a Buyer order, Seller shall not make copies or permit copies to be made of such drawings, specifications, or other data without the prior written consent of Buyer. If any reproduction is made with prior consent, this notice shall be provided thereon. Upon completion or termination of each order, Seller shall promptly return to Buyer all materials and any copies thereof, except for one record copy incorporating any such information.

- (b) Any knowledge or information which Seller has disclosed or may hereafter disclose to Buyer which in any way relates to the products or services covered by any Buyer order under the Purchase Agreement shall not, unless otherwise specifically agreed to in writing by Buyer, be deemed to be confidential or proprietary information, and shall be acquired by Buyer free from any restrictions, other than a potential claim for patent infringement, if applicable, as part of the consideration for this order. Seller shall not assert any claim other than a claim for patent infringement, if applicable, with respect to any such information against Buyer.
- (c) All drawings, models, specifications, and other documents prepared by Seller in connection with the items or services required by the Purchase Agreement shall become Buyer's property (Seller hereby assigns any and all rights thereto) and shall be delivered to Buyer upon completion of the service or delivery of the items required by the Purchase Agreement, or upon termination, abandonment, or postponement of the Purchase Agreement. Buyer shall thereafter have full right to use such documents for any purpose without any claim on Seller's part for additional compensation for such use. Seller shall not place any restrictive legend or proprietary notice on such documents which are inconsistent with the proprietary rights of Buyer, and Seller hereby authorizes Buyer to obliterate or disregard any such legend or notice appearing on such documents.

10. BUYER'S PROPERTY.

- (a) All tools, equipment, materials, drawings, computer programs, or other documented data of every description furnished to Seller by Buyer or paid for by Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of CHEMSTAR Water" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use Buyer's property except in filling Buyer's orders. Buyer's property while in Seller's custody or control shall be held at Seller's risk. Buyer's property shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall deliver it as directed by Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.
- (b) If this Purchase Agreement funds the development of any item; including without limitation any composition of matter, article of manufacture, machine, process, method, software program, or database; or results in any idea, invention, or work of authorship which may be subject to patent, copyright, trademark or trade secret protection; Seller hereby agrees to assign all right, title and interest in and to said item, idea, invention or work of authorship to Buyer. Seller shall notify Buyer of the development of such item, idea, invention, or work of authorship and shall cooperate with and assist Buyer in every reasonable way to perfect its right, title and interest, such as by executing and delivering all additional documents reasonably requested by Buyer in order to perfect, register, and/or enforce the same, and Buyer shall reimburse Seller for reasonable costs incurred by Seller in providing such assistance.

11. INTELLECTUAL PROPERTY INFRINGEMENT. Seller represents and warrants that the products or services provided to Buyer, as well as the intended sale or use of these products and services, will not infringe or contribute to the infringement of any patents, trademarks, or copyrights anywhere in the world. If any product, service, or part thereof is held to constitute an infringement, Seller will, at its expense, obtain for Buyer a license to use the item or service, or replace or modify the same, in a manner satisfactory to Buyer, so as to avoid the infringement. Seller shall not assert any of its patents or other intellectual property rights against Buyer or Buyer's affiliates or customers worldwide in connection with products or services provided to Buyer..

12. QUALITY.

- (a) Seller will not change the manufacturing process, raw materials or proportions of raw materials used in products delivered to Buyer under the Purchase Agreement unless Seller notifies Buyer in writing of the change at least ninety (90) days before its implementation and Buyer agrees to said change in writing. Seller will be liable for all losses and damages that Buyer may suffer if Seller does not comply with the requirements of the preceding sentence. At Buyer's request, Seller will provide samples of the product produced with the proposed change to test in Buyer's manufacturing process.
- (b) Seller agrees to participate in good faith in programs implemented by Buyer with respect to quality in manufacturing and delivery of products and services.

13. CUSTOMS AND TRADE.

- (c) Unless otherwise agreed by Buyer in writing, Buyer will not be a party to the importation of products. All purchases under the Purchase Agreement will be consummated subsequent to importation, Seller acknowledges that prices established under the Purchase Agreement, will be inclusive of all duties and other costs of customs clearance and Seller will not cause or permit Buyer's name to be shown as "importer of record" on any customs declaration.
- (d) In any case where Buyer agrees to be the importer of record, Seller will provide all information needed to effect customs entry into each country into which the products are to be imported, except information within the exclusive possession of Buyer, which will be provided to Seller by Buyer. Where Buyer has provided Seller with information on the tariff classification, rate of duty, or value of the imported articles, such information shall appear accurately on the customs invoice.
- (e) Seller shall provide such documentation and other assistance as Buyer may request to allow Buyer to claim drawback of duties and taxes on products or articles manufactured from products provided under the Purchase Agreement. Seller warrants that no sale hereunder will give rise to anti-dumping or countervailing duties under applicable law.
- (f) Seller shall accurately indicate the country of origin of the products provided under the Purchase Agreement on the customs invoice and other applicable documentation. Without limiting the generality of the foregoing, Seller shall provide certificates of origin and a "long-term supplier declaration" (LTSD) relating to such products within the meaning of the rules of origin of the applicable preferential duty provisions and execute such other documents as may be necessary for Buyer to claim duty preference under any applicable programs.
- (g) Seller warrants that all transfers of products and data received from Buyer will be conducted in compliance with applicable requirements of any government with jurisdiction over any products or technical data supplied by Buyer in connection with this Purchase Agreement.
- (h) Seller shall promptly notify Buyer of, and coordinate with Buyer the response to and settlement of, any claim for taxes asserted by applicable taxing authorities for which Buyer is alleged to be financially responsible hereunder. Notwithstanding the above, Buyer's liability for such taxes is conditioned upon Seller providing Buyer notification within five (5) business days of receiving any proposed assessment of any additional taxes, interest or penalty due by Seller. The parties agree to work together, and the Seller agrees to accommodate reasonable requests from Buyer, to minimize any taxes that are the responsibility of Buyer under this Purchase Agreement.

14. SERVICES/LIENS; SITE RULES.

- (a) Seller will obtain from all of its subcontractors waivers and releases of all liens which may be imposed by them against the products provided under the Purchase Agreement or Buyer's premises or the improvements thereon, and Seller will defend, indemnify, and hold harmless Buyer with respect thereto.

- (b) Seller will conform strictly to all of Buyer's site rules and regulations when performing services on Buyer's premises. It is Seller's obligation to obtain a copy of Buyer's (or its customers') site rules.

15. INDEMNIFICATION. To the fullest extent permitted by applicable law, Seller will indemnify, release, defend and hold harmless Buyer, its subsidiaries, affiliates, licensees and assigns, and their respective officers, directors, agents, representatives, subcontractors and employees, whether acting in the course of their employment or otherwise (each, an "Indemnified Party"), from all claims, demands, losses, damages, liabilities, judgments, costs (including reasonable attorneys' fees), expenses, liens or actions (collectively, "Claims") incurred by or asserted against an Indemnified Party, in any manner arising out of or relating to Seller's performance or failure to perform its obligations, Seller's breach of any of the representations, warranties, certifications or covenants contained in the Purchase Agreement, or any products or services supplied hereunder, including without limitation Claims relating to death, personal injury, or damage to property. Seller agrees to include this clause in any subcontracts issued hereunder.

16. TERMINATION FOR CONVENIENCE. Buyer may, by written notice to Seller specifying the extent of termination and the effective date, terminate the Purchase Agreement, or its purchase of any quantity of products or services thereunder, for convenience, and Buyer and Seller shall negotiate reasonable termination costs consistent with the cost of materials and labor incurred (and not otherwise mitigated) on ordered products or services prior to the date of Buyer's termination notice, provided Seller takes all steps reasonably necessary to mitigate such costs. Seller will notify Buyer of its actual cost of such material and labor incurred within thirty (30) days after termination.

17. TERMINATION FOR CAUSE. In the event:

- (a) Seller fails to complete or deliver any part of the products or services hereunder when required;
- (b) Seller is otherwise in breach of any material term of the Purchase Agreement;
- (c) Buyer determines any of Seller's representations, warranties, certifications or covenants to be untrue; or
- (d) Seller ceases to conduct its operations in the normal course of business, including an inability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer shall have the right to immediately terminate the Purchase Agreement or its purchase of any quantity of products or services hereunder, without further compensation to Seller and Seller shall compensate Buyer for any damages suffered by Buyer relating thereto. Buyer shall terminate by delivery of a notice of termination specifying the extent of termination and the effective date. After receipt of a notice of termination, Seller shall immediately: (1) stop work as directed in the notice; (2) place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the order; and (3) terminate all subcontracts to the extent they relate to work terminated. After termination, Seller shall turn over to Buyer all completed work and work in process, including all designs, drawings, specifications, and other documentation and material required or produced in connection with such work.

18. ACCESS AND AUDIT. In order to assess Seller's work quality and compliance with the Purchase Agreement, Seller will permit Buyer reasonable access to: all locations where work is performed in connection with the products or services provided for in the Purchase Agreement, and Seller's books and records relating to the Purchase Agreement.

19. ENTIRE AGREEMENT. The Purchase Agreement, with such documents as are expressly incorporated therein by reference (including these Terms and Conditions), is intended by the parties as a final expression of their agreement with respect to such items as are included therein and herein, and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to determine the meaning of the parties' agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

20. NO PUBLICITY. Seller shall not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of products), or release any information concerning any Buyer order or any part thereof or with respect to its business relationship with Buyer, to any third party, member of the public, press, business entity, or any official body except as required by applicable law, rule, injunction or administrative order, without Buyer's prior written consent.

21. SET-OFF. Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with a Buyer order.

22. FORCE MAJEURE

- (a) Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.
- (b) For purposes of this Purchase Agreement, "force majeure" shall mean any cause or agency preventing the performance of an obligation under the Purchase Agreement which is beyond the reasonable control of the Seller or Buyer, as the case may be, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of governmental authority (including, without limitation, act based on laws or regulations now in existence as well as those enacted in the future), pandemic (including regulatory pronouncements in respect to the COVID-19 virus) and acts of God. It is expressly agreed that the Seller's ability to sell products at a more advantageous price, or the Seller's economic hardship in buying the raw materials necessary to manufacture products at a commercially reasonable price, shall not constitute a force majeure event.
- (c) If Buyer or the Seller is affected by force majeure, the party affected shall promptly provide notice to the other party, explaining in detail the full particulars and the expected duration thereof and shall use its reasonable best efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of force majeure, Buyer shall have the right to purchase products or services from other sources and deliveries or acceptance of deliveries of products which have been suspended will not be required to be made upon the resumption of performance. In the event a force majeure situation extends for more than thirty (30) days, the Purchase Agreement (or affected order) may be terminated without any liability by the party not declaring force majeure upon written notice thereof to the other with respect to the facilities affected.
- (d) In the event of a force majeure compelling Seller to allocate production and deliveries of Item, the Seller shall make such allocation in a manner that ensures Buyer at least the same proportion of the Seller's total output of Item as was purchased by Buyer prior to the force majeure situation. Seller shall use reasonable best efforts to source the products, at Seller's expense, from its own or its affiliate's global operations or the market in order to meet Buyer's required delivery dates. Seller shall provide Buyer advance written notice of the source of such material. All such sourced Items shall meet the agreed upon specification and other quality requirements. In the event of non-delivery, Buyer shall have the right to procure products from third parties.

23. OTHER TERMS.

- (a) The failure of Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions nor the right of Buyer thereafter to enforce each and every such provision. Any check or approval of drawings by Buyer will be for Seller's convenience and will not relieve Seller of its responsibility to meet all requirements of the Purchase Agreement. No claim or right arising out of a breach of this order can be discharged in whole or part by a waiver of the claim or right unless the waiver is supported by consideration and is in writing signed by the aggrieved party.
- (b) Any rights or remedies of Buyer set forth in the Purchase Agreement are not exclusive and Buyer also has all rights and remedies available under applicable law.
- (c) Seller may not assign or subcontract its obligations hereunder without the prior written consent of Buyer, and if Seller attempts to do so, the assignment or subcontract will be void. Buyer in its sole discretion may assign its rights hereunder to its affiliates, subsidiaries, or to third party purchasers.
- (d) Seller shall provide products and services hereunder as an independent contractor and not as Buyer's agent or employee.
- (e) All notices requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the most recent purchase or service order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid, with tracking), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, as confirmed by the above processes, and (b) if the party giving the Notice has complied with the requirements of this Section.
- (f) The provisions of these Terms and Conditions which by their nature should apply beyond the expiration or termination of the Purchase Agreement will remain in force after any termination or expiration of the Purchase Agreement, so as to allow the parties to enforce their rights and remedies.
- (g) The invalidity, in whole or in part, of any of the paragraphs of the Purchase Agreement (or any of these Terms and Conditions) shall not affect the remainder of such paragraphs or any other paragraph of the Purchase Agreement or these Terms and Conditions.

24. GOVERNING LAW AND DISPUTE RESOLUTION. These Terms and Conditions, and the Purchase Agreement into which they are hereby incorporated, shall be governed by the substantive laws of the State of Maryland, regardless of its conflicts of laws' principles, and applicable federal laws. The UN Convention on the International Sale of Goods shall not apply. In the event of a dispute concerning the Purchase Agreement, including these Terms and Conditions, the complaining party shall notify the other party in writing thereof, and management level representatives of both parties shall meet at an agreed location or via audio or video conference to attempt to resolve the dispute in good faith. Should the dispute not be resolved within ten (10) days after such notice (or such shorter time if the disputed matter is exigent, in the aggrieved party's estimation), the complaining party may seek appropriate legal remedies. Any dispute in connection with the Purchase Agreement (or these Terms and Conditions) shall be brought exclusively in the state or federal courts of competent jurisdiction situated solely in the State of Maryland.

IN WITNESS WHEREOF, the undersigned have executed these Terms and Conditions below evidencing their agreement to abide hereby.

International Chemstar, Incorporated

By: _____
Name:
Title:
Date:

Name of Seller: _____

By: _____
Name:
Title:
Date: